

REQUEST FOR PROPOSAL

For

ATHLETIC TRAINING SERVICES

For

INTERSCHOLASTIC PROGRAMS

BID #200025



TOWN OF WEST HARTFORD
WEST HARTFORD PUBLIC SCHOOLS
REQUEST FOR PROPOSAL FOR
ATHLETIC TRAINING SERVICES
FOR INTERSCHOLASTIC PROGRAMS

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March 9, 2020

1. INTENT AND GENERAL INFORMATION

- 1.1. The Town of West Hartford in conjunction with the West Hartford Public Schools (WHPS, under the jurisdiction of the West Hartford Board of Education, and collectively referred to as ("West Hartford")), is accepting Proposals for the Athletic Training Services in compliance with Connecticut General Statutes, Chapter 375a and as further defined in the Request for Proposal ("RFP"). These Professional Services shall include four (4) licensed and certified Athletic Trainers (two at each high school) to perform services listed herein, including but not limited to physical therapy, athletic training and education, and other related services.
- 1.2. The relationship between West Hartford and the Independent Contractor, collectively referred to as the "Parties," is expected to be a mutually beneficial relationship in which the Independent Contractor shares its strengths, experience, technology, and resources, with West Hartford to constantly improve the efficiency and quality of service provided, but not limited to the Scope of Services defined herein. The provision of Athletic Training Services is a high-visibility, highly sensitive program which influences the public perception of WHPS and its overall operations.
 - 1.2.1. By submitting a Proposal in response to this RFP, the Independent Contractor agrees and understands that the impending contract is not for employment but for services, thus the Independent Contractor, and its agents, employees, interns, representatives, subcontractors, trainees and volunteers are not West Hartford employees and are not entitled to any Benefits as defined in 2.2.
 - 1.2.2. This RFP or any subsequent contract shall not be deemed to confer upon any person or entity agency status or third party beneficiary rights against West Hartford.
- 1.3. West Hartford intends to award the contract to the bidder whose Proposal provides the *best value* to WHPS as determined by the award criteria defined in this Request for Proposal and subject to West Hartford's right to reject any and all Proposals.
- 1.4. The Contract will be for 5 years, and the Parties may agree to extend the 5-year contract, for a maximum term of ten (10) years. The contract term shall be August 14th to June 14th annually.

2. DEFINITIONS

- 2.1. ***Athletic Trainer:*** The Independent Contractor, Health Care Provider, or bidder whose Proposal for professional services provides the best value, and with whom West Hartford executes an athletic trainer contract.
- 2.2. ***Benefits:*** General or professional liability defense or indemnification, insurance, medical coverage, pensions, retirement benefits, sick or personal leave, unemployment insurance, vacation, worker's compensation, or any other employment benefit.

- 2.3. **Health Care Provider(s):** The Independent Contractor selected to be the Athletic Trainer, and the Athletic Trainer's agents, associates, employees, interns, representatives, and volunteers, who are trained, licensed and/or certified as required by Title 20 of the Connecticut General Statutes.
- 2.4. **Law(s):** All applicable federal, state, and municipal laws, rules, Executive Orders, and regulations including but not limited to HIPAA, HITECH, C.G.S. §1-210(b)(2) and C.G.S. Chapter 375a.
- 2.5. **Professional Services:** Services provided by the selected Health Care Provider(s), Independent Contractor, or Bidder, who as the Athletic Trainer will be responsible for providing the services detailed in the RFP and potentially, a subsequent contract. The Athletic Trainer in the reasonable exercise of the Athletic Trainer's knowledge, judgment, and skill will carry out those services.
- 2.6. **Proposal:** The offer to provide professional services as an Independent Contractor, in the role of an Athletic Trainer for West Hartford, as detailed in this RFP, and consistent with all Laws and ethical requirements.
- 2.7. **Sports or Athletic Season:** West Hartford's academic Fall, Winter, and/or Spring periods/seasons.

3. **INSTRUCTIONS FOR PROPOSALS**

- 3.1. Sealed Proposals must be **received** in the Purchasing Division Office, Room 223, West Hartford Town Hall, 50 South Main Street, West Hartford, Connecticut by April 15, 2020 at 2:00 PM. Complete Proposals shall include the attached Proposal forms along with their detailed Proposal as further defined in this Request for Proposal. Proposals including bonds shall be enclosed in a sealed envelope and clearly marked with "**Request for Proposal for Athletic Training Services Bid #200025**," the Independent Contractor's name, and the date and time for Proposal acceptance. West Hartford shall reject any Proposal that does not meet these requirements.
- 3.2. Addenda and Interpretations: Any prospective bidder who needs an interpretation of the Request for Proposal shall submit that request in writing to Mrs. Tammy Bradley by e-mail at TammyB@westhartfordct.gov.
- 3.3. The Proposal shall include a Certificate of Insurance in the amounts and types specified in the Insurance Exhibit or a letter from the company's insurance agent or broker that such insurance is obtainable at the time of the contract's execution, and that a Certificate of Insurance and Additional Insured endorsement shall be provided no later than the contract signing date.
- 3.4. Any agreement between the Parties shall be memorialized in a West Hartford contract. West Hartford will issue an annual blanket purchase order subsequent to the execution of the contract.
- 3.5. The Independent Contractor may not compete with its employer or its employee in submitting a Proposal. In addition, any individuals working with or on behalf of the Independent Contractor must be employees of the Independent Contractor, with benefits, including but not limited to professional and general liability coverage insurance.
- 3.6. The Independent Contractor agrees and warrants that in the performance of the contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of age (except minimum age and retirement provisions), color, creed, gender, gender preference,

national origin, marital status, race, sexual orientation, honorably discharged veteran or military status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona-fide occupational qualification in relationship to hiring and employment in any manner prohibited by any applicable Law.

4. INDEMNIFICATION and INSURANCE

The Independent Contractor and others acting on behalf of the Independent Contractor shall comply with the indemnification and insurance requirements described in the Indemnification and Insurance Exhibit, attached hereto and fully incorporated by reference into the final contract. Failure to comply with any of the indemnification and insurance requirements may be held a willful violation, a breach of contract, and basis for immediate termination of the contract.

5. INTERPRETATION AND CONSTRUCTION

- 5.1. The laws of the State of Connecticut, excluding its conflict of law rules, shall govern the Proposal and any subsequent contract, in every aspect and term.
- 5.2. The contract documents, including the RFP, shall constitute the entire agreement between the Parties and shall supersede all previous communications, representations, and agreements, either oral or written, between the Parties for athletic training services. No agreement or alteration to the contract shall be binding upon either party unless made in a writing referencing this contract and signed by a duly authorized representative of each party. Any conflict between the RFP and the contract shall be resolved by following the RFP's provisions.
- 5.3. If any provision of the RFP or contract shall be determined to be invalid or unenforceable under any law or regulation, such provision shall not apply, but the remaining provisions shall be given full force and effect in accordance with their terms.
- 5.4. West Hartford's choice or failure to insist on performance of any of the terms or conditions herein, or to exercise any right or privilege, or West Hartford's waiver of any breach hereunder, shall not thereafter waive any such terms, conditions, or privileges or any other terms, conditions, or privileges, whether of the same or similar type.

6. ASSIGNMENT OF CONTRACT

The Independent Contractor shall not assign the contract, or subcontract any interest therein, without West Hartford's prior written approval.

7. AUTHORIZED AGENTS FOR NOTICE

West Hartford hereby designates as its authorized agent for purposes of implementation of the Contract and performance of services:

Jason Segal, Athletic Director
West Hartford Public Schools
50 South Main Street, 4th Floor
West Hartford, CT 06107

8. ATHLETIC TRAINING SERVICES/DETAILED SPECIFICATIONS

Under the base bid, the Independent Contractor will provide physical therapy, athletic training and education, and other related services. The scope of services requested is as follows:

8.1. Game Coverage:

Sport/Activity	Varsity	Junior Varsity	Freshman
Football	X*	X	X
Soccer – Boys	X	X	X
Soccer – Girls	X	X	X
Field Hockey – Girls	X	X	X
Cross Country – Coed	X		
Volleyball – Boys	X	X	
Volleyball – Girls	X	X	X
Swimming – Boys	X		
Swimming – Girls	X		
Ice Hockey – Boys	X		
Ice Hockey- Girls	X		
Wrestling – Boys	X	X	
Basketball – Boys	X	X	X
Basketball – Girls	X	X	X
Gymnastics-Girls	X		
Indoor Track – Coed	X		
Lacrosse – Boys	X	X	X
Lacrosse – Girls	X	X	X
Softball – Girls	X	X	X
Baseball – Boys	X	X	X
Track – Boys	X		
Track – Girls	X		
Tennis – Boys	X	X	X
Tennis – Girls	X	X	X
Golf-Boys	X	X	
Golf-Girls	X	X	
Post Season Play–All Sports Listed	X	X	X
Tournament Coverage	X**	X**	X**
Serve as Head Athletic Trainer	X***		

8.1.1. A Health Care Provider is required at all home Varsity Football Games.

8.1.2. *An Athletic Trainer is required at all Varsity Football games *both* home and away.

8.1.3. **Tournament coverage will be provided at the Athletic Director's request.

8.1.4. *** The Athletic Director will determine coverage of games during each season based on injury rate, time, location, and number of contracted hours. See Hours of Operation, Section 10.

8.1.5. ****If WHPS adds a new sport/level, it is automatically covered under this agreement.

8.2. Athletic Trainer's Administrative and Training Room Duties:

8.2.1. Schedule and prioritize coverage of home interscholastic events in cooperation with the Athletic Director.

- 8.2.2. Schedule daily hours of operation of the training room in cooperation with the Athletic Director.
- 8.2.3. Develop an emergency care protocol, including WHPS personnel and local EMS services.
- 8.2.4. Document injuries, including daily training room visits and incident reports, according to established policies and procedures.
- 8.2.5. Facilitate communication between student-athlete's parents, coaches, Health Care Providers, and others involved in the health and safety of student-athletes.
- 8.2.6. Develop health referral resources including specialty and emergency Health Care Providers, physical therapy, dental services, dietary counseling and other athletic health care needs as appropriate.
- 8.2.7. Supervise training room operations inclusive of supply requisition; injury and treatment documentation; storage, supplies and equipment; and budgeting.
- 8.2.8. Maintain professional and welcoming atmosphere in the training room that follows specific protocol for signing in and documentation of injuries and treatment.
- 8.2.9. Maintain an adequate supply of expendable and non-expendable items needed for the continuous operation of the sports medicine program.
- 8.2.10. Attend pre-season coaches meeting(s) in order to provide education re: services provided and logistics of accessing them.
- 8.2.11. Develop a policy and procedure manual describing the operations of the sports medicine program.
- 8.2.12. Develop/comply with OSHA requirements for employee protection from potentially hazardous or infectious materials and proper disposal of such.
- 8.2.13. Coordinate distribution and re-stocking of team first-aid kits.
- 8.2.14. Monitor injury rates and patterns seasonally, including a meeting with the Medical Director prior to each and after each season. Provide reporting to Athletic Director and coaches, including recommendations annually to improve present practices and protocols in conjunction with the Medical Director, as part of a continuous quality improvement plan/process.
- 8.2.15. Present at annual coach's workshop for professional development with the recommendation from Medical Director, in an area of sports medicine of current interest or needed improvement.
- 8.2.16. Coordinate IMPact testing and retesting program for all student athletes.
- 8.2.17. Assist in the process of the CIAC weight control program.
- 8.2.18. Develop preventive and educational programs in the following areas: concussions, ACL injuries, common overuse injuries, nutrition and other current sports topics.
- 8.2.19. Provide physical examination screenings, health assessments, for students in need prior to each athletic season.

8.3. Athletic Trainer's Sports Medicine Program:

- 8.3.1. *CIAC Weight Control for Wrestling:*
Meet with the coach and team annually to provide education and discuss proper nutrition, hydration, and determine the appropriate body weight for student-athletes.
- 8.3.2. *Specific Strength and Conditioning Training:*
Meet with all coaches each sport season to provide information about specific strength and conditioning methods appropriate to each sport to avoid sport-specific injuries.

- 8.3.3. *Conduct Coaches Educational Workshops:*
Conduct a workshop each sport season. Workshops should include information about potential areas of concern for coaches (i.e. heat exhaustion, conditioning, head and neck injuries, and lighting conditions). The Athletic Director will provide final approval for workshop content.
- 8.3.4. *Provide American Red Cross Coaches Certification Workshops:*
One workshop to be conducted each sport season, at the preseason coach's meeting. The Athletic Director may cancel a workshop session that is unnecessary due to lack of enrollment/need.
- 8.3.5. *Provide Student-Athlete Conditioning Preseason Workshops & Orthopedic screening:*
Along with conducting a workshop that will provide student-athletes with information and training techniques to achieve proper conditioning, the Independent Contractor shall perform a Pre-Season Athletic Team Orthopedic Screening on each potential athlete. The Independent Contractor will conduct the course and perform the screening sometime during the spring of the academic school year.
- 8.3.6. *Administer ImPACT (head injury) program:*
In consultation with the Athletic Director, the Athletic Trainer will administer the ImPACT testing to all eligible student-athletes, review results and provide appropriate follow-up with athletes, coaches, and appropriate medical personnel. The Athletic Trainer will also administer post-concussion testing and provide appropriate medical consultation.
- 8.3.7. *Health Information Distribution: On an ongoing basis the Contractor will:*
- 8.3.7.1 Educate athletes as to proper nutritional practices for young people involved in rigorous physical activity.
 - 8.3.7.2 Promote the concept of total physical fitness habits that can persist for a lifetime.
 - 8.3.7.3 Counsel athletes in seeking proper medical assistance for follow-up care and/or surgery.
 - 8.3.7.4 Provide advice regarding drugs, ergogenic aids, smoking, rest, drinking, etc.

9. Work Year:

Athletic Training Services will be provided from roughly August 15th through June 14th. Adjustments to the service year in order to match the academic calendar will be at the Athletic Director's sole discretion as long as the work year is no longer than 10 consecutive months.

10. Hours of Operation:

The Athletic Trainer will typically be on duty for 25 hours per week during the term of the contract. Typical work hours are from 2:00 p.m. to 6:00 p.m., Monday through Friday with Saturday coverage as needed. During the fall and winter sports seasons, and during vacation periods, the daily hours are subject to change at the Athletic Director's sole discretion. Schedule adjustments also occur due to the number of night games. Game coverage is a priority. Game coverage for all football games both home and away will be mandatory. The Athletic Trainer must schedule the weekly hours accordingly.

11. Equipment and Supplies:

The WHPS will provide all training and first aid supplies necessary to support this program. The Athletic Director shall determine what quantities of training and first aid supplies available. The Athletic Director must approve any training or first aid equipment requested and not currently available on the premises of the WHPS. WHPS's procurements are independent of this contract.

12. Independent Contractor Billing:

The Athletic Trainer may bill WHPS for 1/3 of the total annual program cost at the start of each sport season. Additional services billing, beyond the basic service program, is monthly.

13. Special Services:

Coverage of post-season tournaments and playoffs are included in this contract at no additional cost to the WHPS if the event is a home game irrespective of the time of the event. Coverage of post-season tournaments and playoffs that are away games and held outside of the Athletic Trainer's regular hours (except football and ice hockey) will be chargeable to WHPS.

14. Early Termination:

Either party may terminate this agreement, without consequences, upon 30-calendar days written notice to the other party.

15. Background Check Required:

- 15.1. The Independent Contractor is required to perform background checks on all potential Independent Contractor staff and interns that will work under the contract. West Hartford may perform its own background check on any personnel that may work under the purview of the contract, including volunteers and staff, Health Care Providers, Athletic Trainers or Athletic Trainer interns.
- 15.2. Either party may conduct additional background checks, including state and FBI criminal database searches, if warranted upon consultation with the WHPS Director of Security and Athletic Director. Any positive findings or inquiries requiring further clarification shall be immediately directed to the WHPS Director of Security and Athletic Director.

16. Certification/Licenses Required:

- 16.1. The Independent Contractor shall provide the following athletic training services personally or by personnel who are licensed or certified as required by C.G.S. as follows:
 - 16.1.1. All Health Care Providers shall be licensed to practice medicine or surgery, C.G.S. Chapter 370; chiropractic, C.G.S. Chapter 372; naturopathy, C.G.S. Chapter 373; or podiatry, C.G.S. Chapter 375.
 - 16.1.2. All Athletic Trainers shall be licensed and/or certified as required by C.G.S. Chapter 375a, §20-65i, and hold a NATA certification (National Athletic Trainers Association). Athletic Trainers with additional certification in National Strength and Conditioning Certification are preferred.

- 16.1.3. All substitute Athletic Trainers are to be licensed and NATA certified and an Independent Contractor employee in the same manner as Athletic Trainers assigned by the Independent Contractor to WHPS for the contract.
- 16.1.4. A license is not required of a student intern or trainee, as provided in C.G.S. §20-65i, pursuing a course of study in athletic training, provided the activities of such student intern or trainee are performed under the supervision of a person licensed to practice athletic training and the student intern or trainee is given the title of “athletic trainer intern”, or similar designation.

17. Athletic Trainer Student Interns:

- 17.1. West Hartford has permitted contractors to host interns as shadows for those actually performing the provisions of the contract. As a value-added item, if an Independent Contractor chooses to employ one or more interns, the follow criteria will be enforced:
 - 17.1.1. The Independent Contractor may provide but is not required to provide a supervised clinical experience and instruction to student interns (“Interns”). The Independent Contractor shall be completely responsible for the planning, supervision, instruction and/or educational training of the Interns, and shall remain solely responsibility for the delivery of appropriate and timely patient care.
 - 17.1.2. The Independent Contractor acknowledges that Interns are not agents, employees, interns or the responsibility of West Hartford and that the Interns are not entitled to benefits as defined in 2.2.
 - 17.1.3. The Independent Contractor shall maintain professional liability for each Independent Contractor with limits of at least \$1,000,000 for each claim and at least \$3,000,000 annual aggregate covering the Intern’s acts or omissions while participating in the Independent Contractor’s internship program.
 - 17.1.4. The Independent Contractor shall provide mandatory in-service training to the Interns prior to their first experience. The mandatory in-service training shall include, but not be limited to general safety, infection control, OSHA, TB and blood borne pathogens.
 - 17.1.5. The Independent Contractor understands that WHPS may refuse to allow Interns when the Contractor cannot provide evidence of compliance with immunization requirements and completion of an acceptable physical examination.
 - 17.1.6. The Independent Contractor shall provide the Interns or anyone working at his/her direction with relevant information, including policies, procedures and rules for which they must comply. The Independent Contractor shall immediately remove any Intern who violates these policies, procedures or rules.
 - 17.1.7. The Independent Contractor will advise and remind its Interns that they must not disclose any confidential material or information connected with any of its patients, except as required by law, including Connecticut Freedom of Information Act (FOIA).
 - 17.1.8. The Independent Contractor shall provide emergency medical care to Interns who become ill or who are injured while on duty. The cost of such care shall be the responsibility of the individual receiving it.

- 17.1.9. The Independent Contractor shall withdraw any Intern from the program due to health, performance, inappropriate conduct, or other reasons if the Intern's continued program participation is or could be detrimental to West Hartford or any of its students or staff, the Intern, or the Contractor.

PROPOSALS

18. Public Record

All Proposals and supporting information contained therein and attached thereto will become public information after the selection of successful bidder, and the signing of the related contract.

19. Submission and Deadline

- 19.1. Independent Contractor must submit its Proposal by **April 15, 2020 at 2:00 PM**, to:

Peter Privitera, Purchasing Agent
Town of West Hartford
Purchasing Division, Room 223
50 South Main Street
West Hartford, CT 06107

- 19.2. Bidders shall direct all questions (general, procedural, or technical) regarding this RFP to Mrs. Tammy Bradley, Buyer, Purchasing Division, at TammyB@westhartfordct.gov.
- 19.3. Please submit a negative reply if after receiving this RFP you have decided not to submit Proposal. Specific comments and observations are encouraged.

20. Packaging

- 20.1. The *original* Proposal along with three (3) copies shall be placed in *one sealed envelope*, bearing the name and address of the bidder and clearly marked with the words "***RFP: Athletic Training Services, Bid # 200025***"

20.2. Organization and Content

- 20.2.1. West Hartford will not be liable for any costs incurred in the preparation of the response to this request. Bidders must be bind, paginate, index and number their Proposals consecutively. The bidder's authorized official must sign all Proposals.
- 20.2.2. The Proposal must also provide the name, title, address, and telephone numbers, e-mail addresses and facsimile numbers for:
- 20.2.2.1. The individual with authority to negotiate and contractually bind the bidder, and
- 20.2.2.2. The individual(s) to contact to clarify the Proposal information.
- 20.2.3. Do not submit original material as all Proposal submissions as all materials become West Hartford's property and will not be returned.

Respondents shall submit as their Proposal the following:

21. Section 1: Submittal Letter

The Independent Contractor shall submit a cover letter, addressed to Mr. Peter Privitera, Purchasing Agent, signed by an authorized principal or agent of the Independent Contractor, which provides an overview of the offer, as well as the name, title, fax number, e-mail address and phone number of the person to whom West Hartford may direct questions concerning the Proposal. The letter should also include a statement accepting all terms and conditions contained in this RFP, signed by an officer or other individual with authority to bind the Independent Contractor.

22. Section 2: Detailed Proposal including:

- 22.1. **References and Experience:** Please provide a detailed written summary of your experience and capability in providing similar professional services elsewhere, especially experience in providing services to municipalities. The references should be from organizations in which the program is currently operational. Included with references, shall be a list of **all** contracts held in the last 3 years.
- 22.2. **Operational Plan:** Describe in detail how you will provide the required professional services to West Hartford, and describe how the service delivery plan will ensure timely delivery of the services. Describe in detail procedures for ensuring student safety. How do you ensure our particular level of service for contract? Define your substitution program.
- 22.3. **Customer Service and Staffing Plan:** Describe how you as the Independent Contractor will staff the assignment including position descriptions, certifications held, levels of responsibility and experience and background. Independent Contractor shall further define its recruitment, retention, and disciplinary policies.
- 22.4. **Financial Stability:** Independent Contractor to provide at least the past three (3) years audited financial statements.

23. Section 3: Fee Proposal Terms

All Independent Contractors are required to submit a fee Proposal for all services outlined in the Scope of Services. The fee shall identify to cost annually based on 25-hour workweek. If price changes for subsequent years, the Independent Contractor shall note the actual price change or percentage price increase. The fee shall include all materials, supplies, personnel and whatsoever necessary as described herein. West Hartford is exempt from the payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in the fixed fee. West Hartford reserves the right to negotiate fees and payment schedules with the selected Independent Contractor.

24. Section 4: Required Forms

- 24.1. **Taxpayer's Identification Number:** Every Independent Contractor, regardless of its corporate or individual status must complete and submit with their Proposal the Internal Revenue Service Form W-9, *Request for Taxpayer Identification Number and Certification*.
- 24.2. **Certificate of Insurance:** A certificate of insurance shall be submitted naming the Town of West Hartford and West Hartford Board of Education as additional insureds and meeting the requirements of section.

24.3. **Sign Proposal.** West Hartford will not consider unsigned Proposals.

25. PROPOSAL EVALUATION

Selection Criteria

- 25.1. The following criteria will be used, without limitation, in determining the successful Independent Contractor:
- 25.1.1. **Technical Ability:** The Independent Contractor's technical understanding of the duties, its purpose, scope and field as evidenced by the Proposal submitted, and operational and staffing plan, including the Independent Contractor's background and experience in providing similar services, including experience with interscholastic districts of similar size, and the quality of services performed. This shall further include recruitment, retention, and disciplinary actions for trainers.
 - 25.1.2. **Competitiveness of proposed fee:** Although West Hartford is not bound to select the lowest bidder; it reserves the right to negotiate fees with the selected bidder.
 - 25.1.3. **Independent Contractor Stability:** West Hartford will evaluate the Independent Contractor on qualifications, experience, and professional credentials of those assigned to West Hartford.
 - 25.1.4. **Financial Stability:** West Hartford will consider, at a minimum, the past three (3) years audited financial records; and review of references from other clients as provided in the Proposal submitted. References should be from organizations in which the program is operational; and determination that the Independent Contractor has no contractual relationships, which would result in conflict of interest to West Hartford's potential contract with the Independent Contractor.

West Hartford will review the Proposals against the criteria listed above, and may award the contract in accordance with West Hartford's standard purchasing procedures.

Selection Procedures

- 25.2. The Purchasing Agent and West Hartford reserve the right to reject any or all Proposals or parts thereof for any reason, to negotiate changes to Proposal terms, and to waive *minor* inconsistencies with the RFP.
- 25.3. A Selection Committee will assist the Purchasing Agent in choosing the successful bidder to deliver the requested professional services. West Hartford may invite Independent Contractors submitting the most competitive Proposals to an interview with the Selection Committee prior to final recommendation for Contract Award. West Hartford reserves the right to make an award solely based on the Proposals submitted.
- 25.4. West Hartford intends but is not required to negotiate and enter into a contract with the most responsible bidder whose Proposal appears to be meet West Hartford's best interest criteria. West Hartford expects that the Independent Contractor, any officers, and all key personnel who will be involved in providing these professional services, will be available to make or participate in any oral presentations or inquires during the selection process.

26. PRINCIPALS/COLLUSION

- 26.1 By submission of a Proposal, the Independent Contractor declares that:
 - 26.1.1 The only individual(s) with a monetary or ownership interest in this Proposal is/are named in the Proposal.
 - 26.1.2 No other individual(s) other than those mentioned in the Proposal has any interest in this Proposal or any related or subsequent contract.
 - 26.1.3 The Independent Contractor has made this Proposal without connection or communication with any company, entity or individual(s) making a proposal.
 - 26.1.4 This Proposal is in all respects fair and in good faith without collusion or fraud.
- 26.2 Any collusion, fraud, unethical or unlawful acts in the formulation, submission, or acceptance of this Proposal shall be cause to immediately terminate the contract, the Bid Award, and for West Hartford to recover damages, costs, fees, and expense, including but not limited to all attorneys' fees and court costs.

Indemnification and Insurance Exhibit Contractor w/Professional Services

For purpose of this Exhibit, the term "Contractor" shall also include their respective agents, representatives, employees, contractors of any tier; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers.

I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all liabilities resulting from suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for bodily injury, sickness, disease, or death; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, contractors of any tier, or volunteers of the Town of West Hartford and West Hartford Board of Education, or the Contractor, or by the public, caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract.
- B. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. This duty to indemnify shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the Contract relating to insurance requirements. It's agreed that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the Contract.

II. INSURANCE

A. Insurance Requirements

- 1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the Contract, including any and all extensions, except as defined otherwise in this Exhibit.
- 2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
- 3. All policies (with the exception of Worker's Compensation and Professional Liability) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers as an Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
- 4. When the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under this Exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.

B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, independent contractors, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work to be performed under this Contract.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
3. **Professional Liability (claims-made):** \$1,000,000 each claim / \$2,000,000 aggregate. Retroactive date under the policy shall precede the effective date of this Contract. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims for three (3) years after completion of the work to be performed under this Contract.
4. **Valuable Papers and Records Coverage.** \$50,000 limit to reestablish, recreate or restore any and all records, papers, maps, statistics, survey notes and other data, if made unavailable by fire, theft, flood, or any other cause, regardless of the physical location of these insured items.
5. **Umbrella Liability:** \$2,000,000 each occurrence / \$4,000,000 aggregate, following form.
6. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Policy shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all suits, claims, and actions arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

7. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Contractor.

C. Additional Terms

1. Minimum Scope and Limits: The Contractor's insurance shall meet the scope and limits of insurance specified in this Exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. The limits of insurance stated herein for each type of insurance are minimum limits only. If the Contractor's policy provides greater limits, then the Town shall be entitled to the full limits of such policy and this Exhibit shall be deemed to require such full limits.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with this Contract. The Contractor is responsible for any losses, claims and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the Contract.

2. Certificates of Insurance: The Contractor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.
3. Subcontractors: Contractor shall cause all contractors of any tier, acting on its behalf, to comply with this Exhibit. The Contractor shall either include its contractors as an Insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.

4. Premiums, Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. Occurrence Form, Primary and Non-Contributory: All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this Exhibit. All policies (including primary, excess and/or umbrella) shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by or available to the Town.
6. Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of this Contract. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the Contract, for a minimum of two (2) years, except as defined otherwise in this Exhibit.
7. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.
8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
9. Cancellation Notice: Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract